

ROBERT W. O'CONNOR, ESQ. (CA #096547)
MARY E. OLDEN (CA #109373)
TODD M. BAILEY (CA#109519)
McDONOUGH HOLLAND & ALLEN PC
Attorneys at Law
555 Capitol Mall, 9th Floor
Sacramento, CA 95814
Phone: 916.444.3900
Fax: 916.442.2780

Attorneys for ST. PAUL FIRE AND
MARINE INSURANCE COMPANY

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA - FRESNO

ST. PAUL FIRE AND MARINE INSURANCE)
COMPANY, a Minnesota corporation with its)
principal place of business in Minnesota,)

Plaintiff,)

v.)

MAULDIN-DORFMEIER CONSTRUCTION)
COMPANY, INC., a California corporation with)
its principal place of business in California;)
PATRICK K. MAULDIN, a California citizen,)
individually and as trustee of THE PATRICK)
AND VALERIE MAULDIN LIVING TRUST;)
VALERIE MAULDIN, a California citizen,)
individually and as trustee of THE PATRICK)
AND VALERIE MAULDIN LIVING TRUST;)
ALAN F. DORFMEIER, a California citizen,)
individually and as trustee of THE 1993)
DORFMEIER FAMILY TRUST; MARY)
EILEEN DORFMEIER, a California citizen,)
individually and as trustee of THE 1993)
DORFMEIER FAMILY TRUST,)

Defendants.)

_____)
and related counterclaim)
_____)

No. 1:05-cv-00063-AWI-LJO

**FIFTH STIPULATED ORDER EXTENDING TIME
TO RESPOND TO COUNTERCLAIM**

[No Hearing Required]

Having considered the agreement to the terms of this order by plaintiff and counterdefendant St. Paul Fire and Marine Insurance Company ("Plaintiff") and defendants and counterclaimants Mauldin-Dorfmeier Construction Company, Inc., Alan F. Dorfmeier and Patrick K. Mauldin ("Defendants"), through counsel, as is evidenced by the signatures of counsel below, having been informed that the parties to this action have settled all disputes between them under an agreement that has been approved by the Bankruptcy Court, and that, if the conditions of that agreement are satisfied, this action will be dismissed with prejudice on or before December 31, 2005, and good cause appearing therefore, it is hereby

ORDERED, pursuant to Local Rule 6-144, that the time for Plaintiff to respond to the "Counterclaim for Breach of Contract; Breach of Implied Covenant of Good Faith and Fair Dealing; Negligence; Intentional Interference with Prospective Economic Advantage; Negligent Interference with Prospective Economic Advantage; Volunteerism; Breach of Contract re: General Indemnity Agreement, For Declaratory Relief and for Objection to Claims" (the "Counterclaim"), filed July 29, 2005, is extended from December 14, 2005 to and including January 15, 2006.

APPROVED AS TO FORM AND CONTENT BY:

LEONIDOU & ROSEN
Professional Corporation

By: /s/ Lisa D. Wright
Lisa D. Wright
Attorneys for Mauldin-Dorfmeier Construction Company, Inc.,
Alan F. Dorfmeier and Patrick K. Mauldin
McDONOUGH HOLLAND & ALLEN PC
Attorneys at Law

By: /s/ Todd M. Bailey
Todd M. Bailey
Attorneys for St. Paul Fire and Marine Insurance Company

IT IS SO ORDERED.

Dated: **December 15, 2005**
66h44d

/s/ Lawrence J. O'Neill
UNITED STATES MAGISTRATE JUDGE